

Policy Number

031763596

**COMPAC III**

Renewal of Number

5031690768

**COMMON POLICY DECLARATIONS****CRUM & FORSTER INDEMNITY COMPANY**

Item 1. Named Insured and Mailing Address

TRATAROS CONSTRUCTION INC.  
(SEE NAMED INSURED ENDT)  
664 64TH STREET  
BROOKLYN, NY 11220-0000

Agent Name and Address

ALLIED COVERAGE CORP  
390 NORTH BRDWAY  
JERICO NY 117530000

RETURN TO  
COMPANY  
IF CANCELLED

C60688

Item 2. Policy Period

From: 04-01-99

To: 04-01-00

at 12:01 A.M., Standard Time at your mailing address shown above.

Item 3. Business Description: CONSTRUCTION

Form of Business: CORPORATION

Item 4. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium
Commercial Property Coverage Part	\$
Commercial General Liability Coverage Part	\$ NOT COVERED
Commercial Crime Coverage Part	\$
Commercial Inland Marine Coverage Part	\$
Commercial Auto (Business or Truckers) Coverage Part	\$ NOT COVERED
Commercial Garage Coverage Part	\$ NOT COVERED
BOILER COVERAGE PART	\$
	\$
	\$

TAX / SURCHARGE

\$

40.28 Total Policy Premium

\$



Direct Bill



See Premium Payment Schedule

Client No. 00625554

Audit Period: Annual (unless otherwise stated):



Monthly



Quarterly



Semi-Annual



Other (Describe) WAIVED

Item 5. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

Countersigned:

ate:

By:

Authorized Representative

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

Policy Number  
5031690768

**Crum & Forster**  
**Insurance**

**SCHEDULE OF FORMS AND ENDORSEMENTS**  
**UNITED STATES FIRE INSURANCE COMPANY**

Named Insured TRAFAROS CONSTRUCTION INC  
Agent Name ALLIED COVERAGE CORP

Effective Date: 04-01-98  
12:01 A.M., Standard Time  
Agent No. C60688

**COMMON POLICY FORMS AND ENDORSEMENTS**

FM 600.0.959	04-94	COMPAC III - DEC
FM 206.0.2	04-94	SCHEDULE OF FORMS AND ENDORSEMENTS
FM 206.0.3	04-94	SCHEDULE OF LOCATIONS
FM 206.0.8	04-94	TAXES/SURCHARGES DETAILED BREAKDOWN
FM 600.0.963	04-94	PREMIUM PAYMENT SCHEDULE
FM 101.0.867	08-85	COMMON POLICY CONDITIONS
IL 00 21	01-85	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 01 83	03-95	NY CHANGES - FRAUD
IL 01 85	10-95	NEW YORK CHANGES-CALCULATION OF PREMIUM
IL 02 68	08-95	NY CHANGES-CANC & NONRENEWAL

**PROPERTY FORMS AND ENDORSEMENTS**

FM 600.0.960	04-94	COMM PROPERTY COV PART DEC
CP 00 10	10-91	BUILDING & PERSONAL PROPERTY COVERAGE FM
CP 00 30	10-91	BUSINESS INCOME COVERAGE FORM (W/EX EXP)
CP 00 90	07-88	COMMERCIAL PROPERTY CONDITIONS
CP 01 33	06-95	NEW YORK CHANGES
CP 99 92	11-85	HOUSEHOLD PROPERTY COVERAGE
FM 600.0.900	04-89	PROP ENH ENDT
CP 10 30	10-91	CAUSES OF LOSS - SPECIAL FORM
CP 99 93	10-90	TENTATIVE RATE

**GENERAL LIABILITY FORMS AND ENDORSEMENTS**

FM 101.0.1252	12-90	ABSOLUTE ASBESTOS EXCLUSION
CG 00 01	01-96	CGL COV FORM (OCCURRENCE)
FM 101.0.1404	04-94	COMM GL COV PART SUPP DECLARATION
FM 101.0.1405	04-94	COMM GL COV PART SUPP DECLARATION
CG 01 04	10-93	NEW YORK CHANGES - PREMIUM AUDIT
CG 01 63	01-96	NY CHANGES COMMERCIAL GL COV FORM
CG 26 11	01-96	NY CHANGES PROD/COMMER OPER LIAB COV FORM
CG 26 24	08-92	NEW YORK CHANGES LEGAL ACTION AGAINST US
FM 101.0.1461	03-95	GL ENHANCEMENT ENDT - NY
CG 21 47	09-89	EMPLOYMENT-RELATED PRACTICES EXCL

**CRIME FORMS AND ENDORSEMENTS**

CR 00 01	10-90	EMPLOYEE DISHONESTY COV FORM BLANKET
FM 600.0.961	04-94	CRIME COV PART SUPPLEMENT DEC
FM 600.0.962	04-94	CRIME COV PART SUPPLEMENT DEC
CR 00 05	10-90	ROBBERY AND SAFE BURGLARY COVERAGE FORM
CR 10 00	06-95	CRIME GENERAL PROVISIONS
CR 01 34	06-95	NY CHANGES

**INLAND MARINE FORMS AND ENDORSEMENTS**

FM 300.0.907	04-94	INLAND MARINE SUPP COV PART DEC
CM 00 01	06-95	COMMERCIAL IM CONDITIONS
FM 300.0.832	12-95	DATA PROCESSING COV FORM

**FORMS AND ENDORSEMENTS**

FM 600.0.838	07-87	BOILER AND MACHINERY COVERAGE PART DEC
FM 600.0.910	01-91	BOILER AND MACHINERY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY

CG 26-11-01-96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - PRODUCTS/COMPLETED  
OPERATIONS LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph 1. a. of BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is replaced by the following:

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" included within the "products-completed operations hazard" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- B. The following is added as paragraph e. to the DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT Condition (paragraph 2. of Section IV - Products/Completed Operations Liability Conditions):

2. Duties in the Event of Occurrence, Claim or Suit

- e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

- C. The definition of "loading or unloading" in the DEFINITIONS Section does not apply.

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury or property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

#### g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured con-

tract" for the ownership, maintenance or use of aircraft or watercraft; or

- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment".

#### h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### j. Damage to Property

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.



Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

#### **Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply to the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **Damage to Impaired Property or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### **Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

### **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**

#### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

#### **b. This insurance applies to:**

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services

but only if the offense was committed in the "coverage territory" during the policy period.

#### **2. Exclusions**

This insurance does not apply to:

##### **a. "Personal injury" or "advertising injury":**

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

b. While it is in or on an aircraft, watercraft or "auto", or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is usually delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

12. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

13. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

14. "Products-completed operations hazard":

Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

15. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

16. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

17. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

\* 18. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (1) You;
- (2) Others trading under your name; or
- (3) A person or organization whose business or assets you have acquired; and

- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

19. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.